

**MUNICIPAL APPROVAL  
ASSIGNMENT OF HOST COMMUNITY AGREEMENT  
AGREEMENT**

This agreement (hereinafter "Assignment Approval") is entered on this 5 day of August, 2021, by and among the Town of Maynard (the "Town"), GreenStar Herbals, Inc. ("Assignor") and GTI Core, LLC, a subsidiary of Green Thumb Industries Inc. ("Assignee").

**RECITALS**

**WHEREAS**, Assignor is a party to a host community agreement dated December 18, 2018 with the Town for a Marijuana Retailer establishment (the "HCA");

**WHEREAS**, the HCA is attached hereto as Appendix A and, among other things, requires the Assignor to pay certain Community Impact Payments to the Town for the unique impacts which draw on community resources and obligates the Assignor to certain conditions relative to its operations;

**WHEREAS**, Section 12 of the HCA requires that the Assignor obtain prior approval from Town before agreeing to assign its rights and obligations under the HCA;

**WHEREAS**, the Assignor is seeking approval from the Cannabis Control Commission of a Change of Ownership or Control pursuant to which Assignee would become the sole shareholder and parent company of Assignor (the "Transaction") and such Transaction may be deemed an "assignment" as set forth in Section 12 of the HCA; and

**WHEREAS**, the Town does not object to the proposed Transaction between Assignor and Assignee.

**NOW THEREFORE**, the Parties hereto agree as follows:

**AGREEMENT**

1. **Host Community Agreement.** The HCA for Marijuana Retailer establishment dated December 18, 2018, between the Town and the Assignor is attached hereto as Appendix A.
2. **Approval of Assignment.** The Town does not object to the Transaction such as may be deemed an assignment under the HCA and approves same effective as of the date first written above.
3. **Assignment.** Following the execution of this Assignment Approval, and approval of the Change of Ownership or Control by the Cannabis Control Commission, Assignor may assign all of its rights, duties and obligations under the HCA to Assignee and the Assignee hereby accepts and all rights, obligations and duties under the betterment Agreement, providing proof of the same to the Town.

4. **Consideration.** The Parties acknowledge this Assignment Approval is for good and valuable consideration in connection with the continued obligation to remit Community Impact payments.

5. **Future Assignment.** Assignee does not have any further authorization to assign the HCA without the express written consent of Town.

6. **Miscellaneous.**

a. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives, as may be permitted hereunder.

b. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

c. **Interpretation.** The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any Appendices hereto.

d. **Amendments.** No modification or amendment of this Assignment shall be effective unless made in writing and executed by both Assignor, Assignee and the Town. In the event any approval or consent is required pursuant to any provision of this Agreement, such approval or consent shall be deemed given only if it is in writing, executed by the party whose approval or consent is required.

e. **Further Documents.** Both parties shall execute such documents hereafter from time to time as may be required to carry out the respective obligations of the parties hereunder.

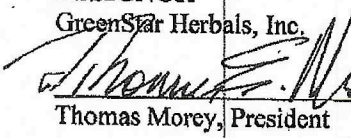
f. **Severability.** It is the intention of the parties that in the event a court of competent jurisdiction finds that any provision or portion of this Assignment is unenforceable for any reason, the balance and remainder of this Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

g. **Entire Agreement.** This Assignment supersedes all prior and contemporaneous agreements and discussions of the parties hereto regarding the subject matter hereof and the contract(s) assigned hereby and, as written, constitutes the entire agreement of the parties.

**IN WITNESS WHEREOF,** the undersigned parties have signed this Agreement as an instrument under seal.

**ASSIGNOR**


GreenStar Herbals, Inc.

  
Thomas Morey, President

8/5/21  
(Date)

**ASSIGNEE**

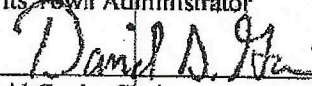
GTI Core, LLC

  
Benjamin Kovler, Manager

8/5/21  
(Date)

**TOWN OF MAYNARD**

By its Town Administrator

  
David Gavin, Chair  
Select Board Chair

8/3/2021  
(Date)